

AmeriCorps® Education Awards Program Provisions

For the purposes of these Provisions, AmeriCorps refers to AmeriCorps Education Awards Programs only. The term Cooperative Agreement is used interchangeably with the term Grant or Grant Award.

All applicable Provisions of the Cooperative Agreement shall apply to sub-Grantee AmeriCorps Programs and other awards.

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A. DEFINITIONS

1. Definitions. For purposes of this Cooperative Agreement, the following definitions apply:

- a. Act means the National and Community Service Act of 1990, as amended (42 U.S.C. §12501 *et seq.*)
- b. AmeriCorps National Service Network means AmeriCorps*State, AmeriCorps*National, AmeriCorps*Tribes and Territories, Volunteers in Service to America (VISTA), and National Civilian Community Corps (NCCC) Programs taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42 U.S.C. §4951 *et seq.*). NCCC is authorized under the National and Community Service Act (42 U.S.C. §12611 *et seq.*).
- c. Approved national service position means a national service position for which the Corporation has approved the provision of a national service educational award as one of the benefits to be provided for successful service in the position.
- d. Cognizant agency means the Federal agency coordinating audit and other fiscal requirements for those organizations with grants from multiple Federal agencies.
- e. Cooperative Agreement is a type of Federal award with substantial Corporation involvement during the Project performance period, used in these provisions interchangeably with the term Grant or Grant Award.
- f. Corporation means the Corporation for National and Community Service established under of the Act (42 U.S.C. § 12651).
- g. Educational Award means an award provided to a Member who has completed a required term of service in an approved national service position successfully and who otherwise meets the eligibility criteria set forth in the Act. An educational award may be used: (1) to repay qualified student loans, as defined in the Act; (2) toward the cost of attendance at an institution of higher education, as those terms are defined in the Act; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
- h. Grantee, for the purposes of this agreement, means the direct recipient of this Grant. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the provisions of the Grant.

i. Indian tribe means a band, nation, or other organized group or community, including: (1) any Native village group as defined in § 3(c) of the Alaska Native Claims Settlement Act (43 U.S.C. 1602 (c)), whether organized traditionally or pursuant to the Act of June 18, 1934 (commonly known as the “Indian Reorganization Act”, 25 U.S.C. 461 et seq.); (2) any Regional Corporation or Village Corporation, as defined in subsection (g) or (j), respectively, of section 3 of the Alaska Native Claims Settlement Act 43 U.S.C. 1602 (g) or (i)), that is recognized as eligible for the special programs and services provided by the United States under federal law to Indians because of their status as Indians; and (3) any tribal organization controlled, sanctioned, or chartered by an entity described in paragraph (13)(i)(A) of this section.

j. OMB means the U.S. Office of Management and Budget, which issues uniform administrative, allowable cost and audit requirements for the administration of Federal grants and other agreements.

k. National Service Trust is the account established in the U.S. Department of the Treasury under the Act (42 U.S.C. §12601) for the purpose of holding and making payments of educational awards and other educational benefits to AmeriCorps Members.

l. Member means an individual:

- i. who is enrolled in an approved national service position;
- ii. who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;
- iii. who is at least 17 years of age at the commencement of service unless the Member is out of school and enrolled
 - (a) in a full-time, year-round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. §12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
 - (b) in a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. §12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive;
- iv. has a high school diploma or an equivalency certificate [or agrees to obtain a high school diploma or its equivalent before using an educational award] and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps Member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. §1091), or who has been determined through an independent assessment conducted by the Program to be incapable of obtaining a high school diploma or its equivalent (provided that

the Corporation has waived the educational attainment requirement for the individual).

m. Parent Organization means a single entity, including an Indian tribe, that is responsible for implementing and managing a National Direct AmeriCorps Program.

n. Program means a national service Program, described in the Act (42 U.S.C. §12572(a) or §12653), carried out by the Grantee through funds awarded by the Corporation and carried out in accordance with Federal requirements and the Provisions of this Grant.

o. Project means an activity or set of activities carried out by a Program that results in a specific, identifiable community service or improvement:

- i. that otherwise would not have been made with existing funds; and
- ii. that does not duplicate the routine services or functions of the organization to whom the Members are assigned.

p. Project sponsor means an organization or other entity that has been selected to provide a placement for a Member.

q. Service recipient means a community beneficiary who receives a service or benefit from the service of AmeriCorps Members.

r. State Commission means, for the purposes of these Grant Provisions, the Commission on National and Community Service established by a State pursuant to the Act (42 U.S.C. § 12638), including an authorized alternative administrative entity to administer the State's national service plan and national service programs and to perform such other duties prescribed by law.

s. Sub-Grantee refers to an organization receiving an AmeriCorps Grant from a Grantee of the Corporation.

B. SPECIAL PROVISIONS

2. PURPOSES OF THE AWARD.

The general purposes of this Grant are "Getting Things Done" in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of AmeriCorps Members. Activities funded through this Grant are intended to help engage Americans of all backgrounds as Members in community-based service that provides a direct and demonstrable benefit that is valued by the community. Service activities must result in a specific identifiable service or improvement that otherwise would not be provided with existing funds or volunteers and that does not duplicate the routine functions of workers or displace paid employees.

All applicable Provisions of the Cooperative Agreement shall flow down to sub-Grantee AmeriCorps Programs and other awards.

3. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

- a. Identification as an AmeriCorps Program. The Grantee may identify the Program as an AmeriCorps Program and Members eligible for a Corporation-approved post-service education award as AmeriCorps Members.
- b. The AmeriCorps name and logo. The Grantee is encouraged to use the AmeriCorps name and logo on service gear, stationery, application forms, fundraising solicitations, recruitment brochures, orientation materials, Member curriculum, signs, banners, press releases and publications created by AmeriCorps Members in accordance with Corporation guidelines and requirements. A camera-ready logo is available from the Corporation.

The Grantee may also use the phrases "The AmeriCorps National Service Network" or "an AmeriCorps[®] Program" and may use the slogan "Getting Things Done"[™] on such materials in accordance with Corporation guidelines and requirements. The Grantee may not alter the AmeriCorps logo, and must obtain the written permission of the Corporation before:

- i. using the AmeriCorps name or logo on materials that will be sold, or
- ii. permitting donors to use the AmeriCorps name or logo in promotional materials.

c. AmeriCorps service gear. The Grantee is encouraged to make service gear or other AmeriCorps-insignia clothing and accessories available to Members that may be worn during service, at AmeriCorps events, and at other times consistent with Corporation guidelines.

d. Participation in AmeriCorps events. The Grantee agrees, within reasonable limits, to participate in AmeriCorps events and activities sponsored by the Corporation, such as the National Opening Ceremonies, conferences and national service days.

4. LOCAL AND STATE INVOLVEMENT.

a. Community involvement. Local engagement in service efforts is vital to developing effective programs, and to sustaining and building America's communities. Projects should be designed, implemented, and evaluated with appropriate local input, including consultation with representatives of the community served; Members (or potential Members) in the program; community-based agencies, foundations, businesses, and local labor organizations representing employees of service sponsors; and local government.

b. Partnerships. Partnerships can be mechanisms by which programs collaborate, share technical expertise and contribute resources. National service provides the opportunity for the full range of American associations—civic, education, religious, social service, labor, and business—to join together to solve community problems.

c. Labor union consultation. Prior to the placement of Members, the Grantee must consult with local labor organizations representing employees of project sponsors or representing employees in the area to be served by the Program. This includes people engaged in the same or similar work as that proposed to be carried out by the Program, and is required to ensure compliance with the non-displacement requirements contained in these Grant Provisions.

d. State Commission consultation. In coordination with the Corporation, Direct AmeriCorps Education Awards Grantees are strongly encouraged to consult on a regular basis with the State Commission in each State that a Program operates. Such communications build upon existing programs throughout the State while avoiding the duplication of efforts in other AmeriCorps Programs.

5. PROHIBITED PROGRAM ACTIVITIES.

While charging time to the AmeriCorps Program, accumulating service hours or otherwise engaging in activities associated with the AmeriCorps program or the Corporation, staff and Members may not engage in the following activities.

- a. Any effort to influence legislation.
- b. Organizing or engaging in protests, petitions, boycotts or strikes.
- c. Assisting, promoting or deterring union organizing.
- d. Impairing existing contracts for services or collective bargaining agreements.
- e. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f. Participating in, or endorsing, events or activities which are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- g. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- h. Providing a direct benefit to:
 - i. a for-profit entity;
 - ii. a labor union;
 - iii. a partisan political organization; or
 - iv. an organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities.
 - v. a nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of Title 26, except that nothing in this section shall be construed to prevent Members or Participants from engaging in advocacy activities undertaken at their own initiative.
- i. Voter registration drives by AmeriCorps Members
- j. Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

Individuals may exercise their rights as private citizens and may participate in the above activities on their initiative, on non-Corporation time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.

6. FUND RAISING.

a. Members. A Member's service activities may not include organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar activities designed for the sole purpose of raising capital or obtaining contributions for the organization.

Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an acceptable direct service and provided that they are not the Program's primary activity or involve significant amounts of an individual Member's time.

Prohibited activities for Members include preparing grant proposals, performing other fund raising activities to help the Grantee achieve its matching requirements or to support an organization's general operating expenses, and providing fund raising assistance to other community-based organizations that do not provide immediate and direct support to a Grantee's approved direct service activity.

b. Staff. An AmeriCorps staff member's time and related expenses may not be charged to the Corporation or Grantee share of the Grant while engaged in organized fund raising, including financial campaigns, endowment drives, the general solicitation of gifts and bequests, door-to-door solicitations, direct mail, or similar activities for which the sole purpose is raising capital or obtaining contributions for the organization. Expenses incurred to raise funds may be paid out of the funds raised. Development officers and fund-raising staff are not allowable expenses.

Staff time and effort spent on fund development should be separate from the overall management of the Program, and should be focused primarily on developing and disseminating information to potential funders on the AmeriCorps Program and its achievements. Staff can make presentations and educate funders on objectives, goals and accomplishments. Efforts to involve the community in support of the AmeriCorps program, such as obtaining medical contributions or assistance at a health fair; donations of building supplies for an AmeriCorps construction project; and coordinating community participation in and support of a serve-a-thon and service activities are also allowable.

7. ELIGIBILITY, RECRUITMENT, AND SELECTION.

a. Eligibility to enroll. The Grantee may select as AmeriCorps Members only those individuals who are eligible to enroll in AmeriCorps. Grantees have one year from the date of the award to place Members unless prior approval is given by the Corporation. However grantees are expected to enroll Members as soon as possible. In order to be eligible, an individual must comply with sections ii- iv of the definition of a Member (Definitions, letter k).

b. Recruitment.

i. Community recruitment. The Grantee must seek to recruit Program Members from the community in which the project is conducted, as well as Members of diverse races, ethnicities, gender, ages, socioeconomic backgrounds, educational levels, and mental and physical capabilities, unless and to the extent that the approved Program design requires emphasizing the recruitment of staff and Members who share a specific characteristic or background. In no case may a Grantee violate the non-discrimination and non-displacement rules governing Member selection.

ii. National recruitment. To supplement local recruitment efforts, the Grantee is encouraged to request referrals of eligible individuals through the Corporation's national recruitment database and the various State Commissions' recruitment systems. The Corporation's overall goal is to have 25% of AmeriCorps Members nation-wide recruited from the national pool. Grantees may be asked to consider qualified individuals on the referral list, but will not be required to select anyone. Prospective AmeriCorps Members may access the national recruitment database through the Corporation's toll-free number, 1-800-94-ACORP/1-800-942-2677 (voice), or 1-800-833-3722 (TDD).

c. Selection. The Grantee is responsible for establishing the minimum qualifications for Membership in the Program, selecting Members that meet those qualifications, and assigning Members to projects that are appropriate to their skill levels. The Grantee must select Members in a fair, non-partisan, non-political and non-discriminatory manner, without regard to the Member's need for reasonable accommodation or child care, without displacing paid employees, and in accordance with its approved application. The Grantee is encouraged to select Members who possess a commitment to the goals of AmeriCorps.

d. Reasonable accommodation. The Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified Members and all selections and project assignments must be

made without regard to the need to provide reasonable accommodation. The Grantee is not required to accommodate a Member if that Member poses a direct threat to the health or safety of others where that threat cannot be eliminated by reasonable accommodation. Accommodations which impose an undue financial or administrative burden on the operation of the Program or fundamentally alter the nature of the Program are not considered reasonable accommodations. If a Grantee determines that an accommodation would impose an undue burden, it must document its determination and must notify the Corporation promptly. The factors to be considered in determining whether an accommodation would impose an undue burden include:

- i. the overall size of the Program, with respect to the number of staff and Members, the number and type of facilities, and the size of the budget;
- ii. the nature of the project, including its structure, staffing composition and activities; and
- iii. the nature and cost of the required accommodation.

e. Level of participation. The Grantee must seek to enroll the number of full-time and part-time Members agreed upon in its approved application.

f. Member Classification. By virtue of enrolling into an Education Awards Program, AmeriCorps Members are not employees of the Program nor of the Federal government. The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps Members. As such, “a participant (Member) shall not be considered to be an employee of the Program in which the participant (Member) is enrolled.” Moreover, Members are not allowed to perform an employee’s duties or otherwise displace employees.

For the limited purposes of the Family and Medical Leave Act of 1993, the Member may be considered an eligible employee of the project sponsor. The Family and Medical Leave Act's requirements as they apply to AmeriCorps Programs are contained in 45 C.F.R. §2540.220(b). Generally, this Act will apply only to second term Members.

g. Parental consent. Before enrolling in a Program, individuals under eighteen years of age must provide written consent from a parent or legal guardian.

h. Criminal record checks. Education Awards Programs with Members or employees who have substantial direct contact with children (as defined by state law) or who perform service in the homes of children or individuals considered vulnerable by the program, shall, to the extent permitted by state and local law, conduct criminal record checks on these

Members or employees as part of the screening process. Written policy guidance concerning this requirement is available from the Corporation.

8. TRAINING, SUPERVISION AND SUPPORT.

a. Planning for the term of service. The Grantee must develop Member position descriptions that provide for direct and meaningful service activities and performance criteria that are appropriate to the skill level of Members. Member activities may not include clerical work, research, or fund raising activities unless such activities are incidental to the Member's direct service activities. The Grantee must ensure that each Member has sufficient opportunity to complete the required number of hours to qualify for a post-service educational award. In planning for the Member's term of service, the Grantee must account for holidays and other time off, and must provide each Member with sufficient opportunity to make up missed hours.

b. Member contracts. The Grantee must require that Members sign contracts that, at a minimum, stipulate the following:

- i. the minimum number of service hours and other requirements (as developed by the Program) necessary to successfully complete the term of service and to be eligible for the educational award;
- ii. acceptable conduct;
- iii. prohibited activities;
- iv. requirements under the Drug-Free Workplace Act (41 U.S.C. §701 *et seq.*);
- v. suspension and termination rules;
- vi. the specific circumstances under which a Member may be released for cause;
- vii. grievance procedures; and
- viii. other requirements as established by the Program.

c. Training. Consistent with the approved application, the Grantee must provide Members with the training, skills, knowledge and supervision necessary to perform the tasks required in their assigned project positions, including specific training in a particular field and background information on the community served.

The Grantee must conduct an orientation for Members and comply with any pre-service orientation or training required by the Corporation. This orientation should be designed to enhance Member security and sensitivity to the community. Orientation should cover Member rights and responsibilities, including the Program's code of conduct, prohibited activities, requirements under the Drug-Free Workplace Act (41 U.S.C. §701 *et seq.*), suspension and termination from service, grievance procedures, sexual harassment, other non-discrimination issues, and other topics as necessary.

- d. Service-learning. The Grantee agrees to use service experiences to help Members achieve the skills and education needed for productive, active citizenship, including the provision, if appropriate, of structured opportunities for Members to reflect on their service experiences.
- e. Limit on education and training activities. No more than 20% of the aggregate of all AmeriCorps Member service hours in a Program may be spent in education, training or other non-direct activities without specific written permission from the Corporation.
- f. Supervision. The Grantee must provide Members with adequate supervision by qualified supervisors in accordance with the approved application. The Grantee must establish and enforce a code of conduct for Members.
- g. Support services. Programs are encouraged to help Members who have not completed their secondary education to earn the equivalent of a high school diploma.
- h. Registration to vote. The Grantee should encourage all eligible Members to register and vote. However, the Grantee is prohibited from requiring Members to register or to vote, and from attempting to influence how Members vote.
- i. Jury Duty. The Grantee must allow AmeriCorps Members to serve on a jury without being penalized for doing so. During the time AmeriCorps Members serve as jurors, they should continue to receive credit for their normal service hours. Members may keep any reimbursements for incidental expenses received from the court.
- j. Member injury. The Grantee must report any serious injuries to the appropriate Corporation Program Officer immediately.

9. TERMS OF SERVICE.

- a. Program requirements. Each Program must, at the start of the term of service, establish the guidelines and definitions for the successful completion of the Program year, ensuring that these Program requirements meet the Corporation's service hour requirements as defined below:
 - i. Full-time Members. Members must serve at least 1700 hours during a period of not less than nine months and not more than one year.
 - ii. Part-time Members. Generally, part-time Members must serve at least 900 hours during a period of not more than two years.

Members may also serve in reduced part-time programs that are approved in the award (such as summer programs or other programs requiring less than 900 hours), with education awards prorated to the number of hours served.

b. Notice to the Corporation's National Service Trust. The Grantee must notify the Corporation's National Service Trust immediately in writing upon a Member's enrollment in, completion of, lengthy or indefinite suspension from, or release from a term of service. Lengthy or indefinite suspension of service is defined as any extended period during which the Member is not serving service hours because it is unclear when the Member might return to the Program. The Grantee also must notify the Trust when a Member's status is approved and changed (i.e. from full-time to part-time or vice versa). Forms for this filing will be provided to the Grantee. Any questions regarding the Trust may be directed to (202) 606-5000 ext. 347.

c. Changing Member Status. Circumstances may arise within a program that necessitate converting full-time Members to part-time or vice versa. The following distinguishes between converting unfilled AmeriCorps Member positions and converting currently enrolled Members from their enrolled status. Note that once a Member is given a partial educational award, the remaining portion of that educational award is not available for use.

State Commissions and Parent Organizations must forward all changes and appropriate forms to the Corporation after approval. Any requests for changes that fall outside of the parameters set forth above must come to the Corporation for approval with concurrence from the State Commission or Parent Organization.

i. Unfilled Positions. State Commissions and Parent Organizations are hereby delegated authority to approve or authorize the conversion of unfilled full-time Member positions to part-time within the following parameters. The number of unfilled positions that may be converted may not exceed 15% of the Parent Organization's or specific State Commission program's awarded full-time positions or 10 full-time positions, whichever is less. For example, if a Parent Organization or specific State Commission program was awarded 40 full-time positions, no more than 6 (the lesser of 6 and 10) positions may be converted for the program. If a Parent Organization or specific State Commission program was awarded 100 full-time positions, no more than 10 (the lesser of 15 and 10) positions may be converted. When positions are converted, the number of full-time equivalents must remain the same within each program to maintain the equivalent estimated cost per

Member. In other words, programs seeking to replace 1 full-time Member position must establish 2 part-time 900 hour positions.

Conversely, unfilled part-time positions may be converted to full-time positions within the aforementioned constraints pertaining to number and percentage limitations, number of full-time equivalents, educational awards provided and available funds.

ii. Enrolled Members.

(a) Full time. State Commissions and Parent Organizations may authorize or approve occasional changes of currently enrolled full-time Members to part-time Members within the first three months of the Member's service and within the constraints defined above in section e.i. Impact on program quality should be factored into approval of requests. The Corporation will not cover health care or child care costs for part-time Members, therefore appropriate adjustments must be made. It is not allowable to transfer currently enrolled full-time Members to a part-time status simply to provide a part-time educational award. A *Change of Status* form must be completed and forwarded to the Corporation within 30 days.

(b) Part-time. Converting part-time Members to full-time is discouraged because it is very difficult to facilitate, unless done very early in the Member's term of service. State Commissions and Parent Organizations may authorize or approve such changes so long as they are within the first three months of the Member's service. Programs must keep in mind that a Member's minimum 1700 hours must be completed within 12 months of the Member's original start date. A *Change of Status* form must be completed and forwarded to the Corporation within 30 days.

10. RELEASE FROM PARTICIPATION.

Grantee may release Members for two reasons: (1) for compelling personal circumstances; and (2) for cause in accordance with 45 C.F.R. § 2522.230.

a. Compelling circumstances. The Grantee is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify release on this basis. If a Grantee releases a Member for compelling personal circumstances, the Grantee may elect either to authorize a pro-rated educational award or temporarily to suspend service for up to two years. If a term of service is temporarily suspended, the Member will not accrue service hours or receive benefits during this time period. In order to be eligible for a pro-rated educational award, a Member must have served a minimum of 15% of his or her term of service. If a Grantee releases a Member on the grounds that an

accommodation of a disability would impose an undue burden, the Grantee must document its determination and notify the Corporation. Such circumstances are to be considered "compelling" for purposes of this sub-clause. Each program decides on a case-by-case basis whether the situation warrants a Member receiving a partial award. However, the Corporation's policy is that generally the compelling circumstance must be beyond the Member's control.

The following are examples of reasons which could justify the early release of a Member and entitle the person to a portion of an award.

- Sickness or critical illness of the member.
- Death or critical illness of a member of the Member's immediate family (spouse, parent, sibling, child, or guardian).
- Termination of project site if reassignment to another project is not possible.

If a Member leaves AmeriCorps service for any of the reasons noted above, and has served at least 15% of his or her service (or 255 hours for full-time service), the Member would be eligible for a portion of the educational award corresponding to the period served.

Generally, the following situations would not justify the Member receiving an award: terminating to go back to school; terminating to get a job; terminating because the Member finds that he or she does not enjoy the work; terminating because of size of the living allowance; or terminating to move to another part of the country. While these reasons for leaving may seem justifiable to the AmeriCorp Member, the service activity and the community will suffer. Part of national service is based on a commitment to completing the assignment. If the Member resigns for any of these reasons or other reasons that are within his or her control, the individual should receive no portion of the AmeriCorps educational award.

Grantees are to make these determinations and indicate the reasons for early termination on the End of Term of Service forms. The decisions should be based on the criteria contained above.

b. For cause. The Grantee may release a Member for cause according to the conditions of the Corporation and the Member's contract. A Grantee must release a Member for cause if the Member is convicted of a violent felony or the sale or distribution of a controlled substance during a term of service. If the Member is charged with a violent felony or the sale or distribution of a controlled substance, or convicted of the possession of a controlled substance, the Grantee must suspend the Member without any AmeriCorps benefits, including living allowance, and without receiving

credit for hours missed. Any Member who drops out of a Program without obtaining a release for compelling personal circumstances is considered to have been released for cause. A Member released for cause may not receive any portion of an educational award. A Member wrongly released or suspended for cause will receive credit for any service missed and reimbursement for missed living allowances as specified in 45 C.F.R. § 2522.230. Members are not eligible to receive any benefits or service hour credit upon release from service for cause.

c. Resumption of service. Any Member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may resume service if the Member is found not guilty or if the charge is dismissed. Any Member whose service was suspended because of being convicted of a first offense of possession of a controlled substance may resume service by demonstrating that the Member has enrolled in an approved drug rehabilitation Program. A Member convicted of a second or third offense of possession of a controlled substance may resume services by demonstrating successful completion of a rehabilitation Program.

In addition, any individual released for cause who wishes to reapply to the Program from which he or she was released or to any other AmeriCorps Program is required to disclose the release to that Program. Programs should inform Members that failure to disclose to an AmeriCorps Program any history of having been released for cause from another AmeriCorps Program will render an individual ineligible to receive the AmeriCorps educational award, whether or not that individual successfully completes the term of service.

11. MINOR DISCIPLINARY ACTIONS.

The Grantee may temporarily suspend or otherwise sanction a Member for minor disciplinary reasons, such as chronic tardiness, as outlined in the conditions of the Member contract. The period of suspension does not count toward a Member's required service hours.

12. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES.

a. Living allowances. The Corporation will not set a minimum living allowance for Members serving in programs supported under the AmeriCorps Education Awards Program. The maximum amount full-time Members may receive as a living allowance from the program is \$16,680 per year. This maximum may be waived by the Corporation, upon request, for certain professional corps and similar programs. Any living allowance for a part-time Member may not exceed a prorated share of a maximum of \$16,680 per year calculated on a full-time basis.

- b. Waiving the living allowance. If a program provides a living allowance, a Member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost because of the living allowance, with the following caveats:
 - i. Even if a Member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the Member is eligible to receive will be deemed available;
 - ii. Members may revoke the waiver at any time during the course of the program;
 - iii. If a Member revokes the waiver, he or she may begin receiving the living allowance only from the date on which the waiver was revoked; the Member may not receive any portion of the living allowance that accrued during the waiver period.
- c. Taxes (applicable when grantee pays a living allowance).
 - i. FICA. Unless the Grantee obtains a ruling from the Internal Revenue Service that specifically exempts its AmeriCorps Members from FICA requirements, the Grantee must pay FICA for any Member receiving a living allowance. The Grantee also must withhold 7.65% from the Member's living allowance.
 - ii. Income Taxes. The Grantee must withhold personal income taxes from Member living allowances, requiring each Member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year.
- d. Insurance.
 - i. Unemployment insurance. The U.S. Department of Labor ruled on April 20, 1995 that Federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists. The Grantee must provide coverage if it is mandated by State law. Programs are responsible for determining what State law requires via their State Commission, legal counsel or the applicable State agency.
 - ii. Worker's compensation. The Grantee is responsible for determining whether state law requires the provision of worker's compensation for Members. If a Program is not required by state law to provide worker's compensation, the Program must obtain Occupational Accidental Death and Dismemberment coverage for Members to cover in-service injury or incidents.
 - iii. Liability Insurance. Programs may need to supplement their general liability coverage for incidents that occur while Members are performing service to cover claims such as those arising from bodily injury, damages to property and some types of personal injury.

e. Health care coverage. The AmeriCorps Education Awards Program does not require that health care be provided for Members. However, it may be offered by the local program that is responsible for Members.

f. Child care. The AmeriCorps Education Awards Program does not require that child care be provided for Members. However, it may be offered by the local program that is responsible for the Members.

13. POST-SERVICE EDUCATIONAL AWARDS.

In order for a Member to receive a post-service educational award from the National Service Trust, the Grantee must certify to the National Service Trust that the Member is eligible to receive the educational benefit. The Grantee must notify the National Service Trust on a form provided by the Corporation when it enrolls a Member for a term of service, when the Member completes the term, and whenever there is a change in the Member's status during the term (e.g., release for compelling circumstances or suspension). A Member may only receive post-service educational awards for the first two terms of service. One full-time and one part-time term of service count as two terms. In addition, no Corporation or other federal funds may be used to provide Member support costs for a third or subsequent term of service.

If a Member is released from a Program for compelling personal circumstances, the Member is eligible for a pro-rated educational award based on the number of hours served, if it is at least 15% of the total required hours. Questions regarding authorized uses of the educational award should be directed to the Trust at (202) 606-5000 ext. 347.

14. MATCHING REQUIREMENTS.

There are no specified match requirements under the AmeriCorps Education Awards Program. However, given the limited amount of support being provided by the Corporation, there is an inherent match in every award.

Indirect costs incurred by the Grantee may be part of the inherent match, however no portion of Corporation funds may be used for indirect costs (those costs associated with general or centralized expenses of overall administration of an organization that receives Corporation funds and does not include particular Program or project costs).

15. MEMBER RECORDS AND CONFIDENTIALITY.

a. Record-keeping. The Grantee must maintain verifiable records which document each Member's eligibility to serve based upon citizenship or lawful permanent residency, birthdate, level of educational attainment,

date of high school diploma or equivalent certificate (if attained), participation start date and end date, hours of service per week, location of service activities and project assignment. The records must be sufficient to establish that the individual was eligible to participate in the Program and that the Member successfully completed the Program requirements with a minimum of 1700 hours of participation as a full-time Member or 900 hours of participation as a part-time Member.

b. No high school diploma. If a Member does not have a high school diploma or its equivalent at the time of enrollment, the Grantee must maintain a record of the Member's elementary or high school drop-out date, the Member's written agreement to obtain a high school diploma or its equivalent before using the educational award, and, if applicable, verification of the Member's enrollment at an institution of higher education on an ability to benefit basis and eligibility for funds under § 484 of the Higher Education Act. If the Member has been determined to be incapable of obtaining a high school diploma or its equivalent, the Grantee must retain a copy of the supporting independent evaluation.

c. Confidential Member information. The Grantee must maintain the confidentiality of information regarding individual Members. The Grantee must obtain the prior written consent of all Members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Parental or legal guardian consent must be obtained for Members under 18 years of age. Grantees may include an informed consent form as part of the Member contract materials which are signed at the time the Member enrolls.

Grantees may release aggregate and other non-identifying information, and are required to release Member information to the Corporation and its designated contractors. The Grantee must permit a Member who submits a written request for access to review records which pertain to the Member and were created pursuant to this Grant.

16. BUDGET AND PROGRAMMATIC CHANGES.

a. Programmatic changes. The State Commission or Parent Organization must obtain the written approval of the Corporation before making the following changes in the approved Program:

- i. Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
- ii. Substantial changes in the level of participant supervision;
- iii. Entering into sub-Grants or contracting out any AmeriCorps Program activities funded by the Grant and not specifically identified in the approved application and grant.

b. Changes in the budget. The Grantee must obtain the prior written approval of the Corporation before deviating from the approved budget in any of the following ways:

- i. Specific Costs requiring prior approval before incurrence under OMB Circulars A-21, A-87 or A-122. For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are: overtime pay, rearrangement and alteration costs, and preaward costs.
- ii. Purchases of equipment over \$1000 (One thousand) using Grant funds, unless specified in the approved application and budget.

c. Approvals of Programmatic and Budget Changes. The Corporation's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the Grant. The Grants Officers will execute written amendments, changes or approvals to the Grant, and Grantees may not assume approvals have been granted unless documentation from the Grants Office has been received.

17. REPORTING REQUIREMENTS.

a. Financial Status and Progress Reports. State Commissions and Parent Organizations are required to submit semi-annual Financial Status Reports and semi-annual Progress Reports to the Corporation. State Commissions and Parent Organizations must submit these reports by the following dates and include 3 copies along with the original.

- i. Financial Status Reports (FSR 269a). AmeriCorps*State programs and most AmeriCorps*National sites that receive subgrants must submit Financial Status Reports (FSR 269a) to their respective State Commission or Parent Organization. In general, if a site has a Corporation-approved budget then submission of an FSR for that site/subgrantee is required. State Commissions and Parent Organizations will set their own submission deadlines for their respective programs and sites. State Commissions/Parent Organizations are required to forward Financial Status Reports (FSR 269a) from programs and budgeted sites to the Corporation 30 days after the close of every first and third calendar quarter following the award. Reports are due to the Corporation by October 31 and April 30 from all grantees.
- ii. Progress Reports. Grantees will be required to submit semi-annual progress reports based on the format issued by the Corporation. Progress Reports will be due to the Corporation 30 days after the close of every first and third calendar quarter following the award. Reports are due to the Corporation by October 31 and April 30 from all grantees.

iii. Final Financial Status Reports. States Commissions and Parent Organizations completing the final year of their grant must submit a final FSR that is cumulative over the entire grant period. This FSR is due 90 days after the close of the grant.

b. AmeriCorps Member-Related Forms. The following documents are required from the grantee:

- i. Enrollment Forms. State Commissions and Parent Organizations must submit Member Enrollment Forms to the Corporation no later than 30 days after a Member is enrolled.
- ii. Change of Status Forms. State Commissions and Parent Organizations must submit Member Change of Status Forms to the Corporation no later than 30 days after a Member's status is changed. By forwarding Member Change of Status Forms to the Corporation, State Commissions and Parent Organizations signal their approval of the change.
- iii. Exit/End-of-Term-of-Service Forms. Programs must submit Member Exit/End-of-Term-of-Service Forms to the Corporation no later than 15 days after a Member exits the program or finishes his/her term of service.

c. Accomplishment Surveys. The Annual Accomplishments Report is a survey used to compile all AmeriCorps achievements during the program year. During the course of the year, a contractor will contact programs regarding details and the administration of the survey. Programs are expected to complete and return this survey.

C. GENERAL PROVISIONS

18. TERMS OF ACCEPTANCE.

The Grant Provisions are binding on the Grantee. By accepting this Grant, the Grantee agrees to comply with the Grant and applicable Federal statutes, regulations and guidelines. The Grantee agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this award.

19. LEGISLATIVE AND REGULATORY AUTHORITY.

This Grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. §12501 *et seq.*, and 45 C.F.R. Part 2510 *et seq.*

20. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

The following applicable Federal cost principles, administrative requirements and audit requirements are incorporated by reference:

- a. States, Indian tribes, U.S. Territories, and local governments. The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
 - i. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.
 - ii. OMB Circular A-87, Cost Principles for State and Local Governments.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- b. Nonprofit organizations. The following circulars and their implementing regulations apply to nonprofit organizations:

- i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. Part 2543.
 - ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- c. Educational institutions. The following circulars and their implementing regulations apply to educational institutions:
 - i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. Part 2543.
 - ii. OMB Circular A-21, Cost Principles for Educational Institutions.
 - iii. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- d. Other applicable statutes and regulations. The Grantee must comply with all other applicable statutes, executive orders, regulations and policies governing the Program, including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 C.F.R. Parts 2541 and 2543.

21. RESPONSIBILITY FOR ADMINISTERING THE GRANT.

- a. Accountability of Grantee. The Grantee has full fiscal and programmatic responsibility for managing all aspects of grant and grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- b. Notice to Corporation. The Grantee will notify the appropriate Corporation's Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant or Grantee. The Grantee will inform the Corporation official about the corrective action taken or contemplated by the Grantee and any assistance needed to resolve the situation.

c. Notice to the Corporation's Office of Inspector General. The Grantee must notify the Office of Inspector General immediately of losses of Federal funds or goods/services supported with Federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud, or abuse, or any violation of criminal law, at the program or sub-recipient.

22. FINANCIAL MANAGEMENT PROVISIONS.

a. General. The Grantee must maintain financial management systems which include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by programmatic year and by budget line item, and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circulars A-102 (for State and Local Governments) and A-110 (for Institutions of Higher Education and Non-Profit Organizations).

b. Source documentation. The Grantee must maintain adequate supporting documents for every expenditure made under this Grant. Costs must be shown in books or record [e.g., a disbursement ledger or journal], and must be supported by a source document, such as a receipt, travel voucher, invoice, bill or similar document.

c. Time and attendance records.

i. Staff.

(a) Except as provided in (b) and (c) below, salaries and wages charged directly to this Grant or charged to matching funds must be supported by signed time and attendance records for each individual employee regardless of position, and by documented payrolls approved by a responsible official of the Grantee. Except as provided in (b) and (c) below, salaries and wages chargeable between this Grant and other programs or functions of the Grantee organization must be supported by signed time and attendance records for each individual regardless of position appropriately distributing the individual's time to the different programs or functions.

(b) Educational institutions are not required to support charges for salaries and wages with signed time and attendance records for professorial and professional staff if they are in compliance with the criteria in Section 8.b of OMB Circular A-21 for acceptable methods of documenting the distribution of charges for personal services.

(c) State, Local and Indian Tribal governmental units are not required to support charges for salaries and wages with signed time and attendance records if they are in compliance with the standards of Section 11.h of OMB Circular A-87 for the support and documentation of salaries and wages.

ii. AmeriCorps Members. The Grantee must keep time and attendance records on all AmeriCorps Members in order to document their eligibility for in-service and post-service benefits. Time and attendance records must be signed by both the Member and by an individual with oversight responsibilities for the Member.

d. Audits. Recipients of Federal grant awards are required to have audits performed in accordance with the Single Audit Act, as amended. Recently revised OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations provides guidance on new audit requirements pursuant to Public Law 104-156 (The Single Audit Act Amendments of 1996, enacted July 5, 1996). The 1996 Amendment established a \$300,000-threshold for these audits for fiscal year ending June 30, 1997 or later.

e. Consultant services. Payments to individuals for consultant services under this Grant will not exceed \$443.00 per day (exclusive of any indirect expenses, travel, supplies and so on).

23. EQUIPMENT AND SUPPLIES COSTS.

a. Definition of equipment. For the purposes of this clause, "equipment" is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 (five thousand) or more per unit (including accessories, attachments and modifications).

b. Definition of supplies. For the purpose of this clause, "supplies" means all personal property excluding equipment.

c. Allowable equipment purchases. Equipment and supplies are allowable as a direct cost under the Grant provided that the purchase of equipment or supplies with a unit acquisition cost of \$1000 or more has written prior approval of the Corporation or was specifically included in the approved budget.

d. Prior approval for equipment purchases. In requesting prior approval from the Corporation the Grantee will assure that each purchase of equipment :

- i. Is necessary, reasonable, and cost-effective in meeting the Grant objectives;
- ii. Does not duplicate other equipment that is reasonably available and accessible to the Grantee; and
- iii. Is purchased in accordance with standard Grantee practices.

e. Title to equipment. Unless otherwise specified, title to equipment acquired by the Grantee with Grant funds vests in the Grantee, subject to the conditions specified in this clause and applicable OMB circulars. The Corporation reserves the right to transfer title to the Federal government or to a third party named by the Corporation upon completion of the Corporation Grant. The Corporation will issue disposition instructions within 120 calendar days after the end of the Corporation support of the project for which it was acquired. If the Corporation does not act within this timeframe, title vests with the Grantee.

f. Conditions of use. The Grantee will use the equipment in the Program for as long as it is needed, whether or not the Program continues to be supported with Federal funds. If multiple uses will not interfere with Program needs, the Grantee will make the equipment available for use in other activities supported by the Corporation, or by other Federal agencies. When no longer needed for the Program, the Grantee may use the equipment in connection with other activities sponsored by the Corporation, or if inapplicable, with other Federally-sponsored activities.

g. Encumbrances. The Grantee must not encumber the equipment without prior written approval of the Corporation.

h. Trade-ins and offsets. The Grantee may sell or trade-in the original equipment to offset the cost of replacement equipment with the written consent of the Corporation.

i. Inventory controls. Equipment with a unit acquisition cost of \$5,000 or more is subject to reasonable property management standards and inventory controls in accordance with OMB Circulars A-110 and A-102, including:

- i. adequate maintenance procedures and loss safeguards;
- ii. physical inventories conducted at least once every two years;
- iii. maintenance of equipment records that include:
 - (a) the description and source of the equipment (including Grant number);
 - (b) the manufacturer's serial number or other identification number;
 - (c) the title holder's name and address;
 - (d) the acquisition date and cost;
 - (e) the unit acquisition cost;

- (f) the percentage of Federal financial participation;
- (g) date, location and condition; and
- (h) disposition and loss information.

j. **Disposition of Equipment.** For equipment with a fair market value of \$5,000 or more at the end of the Program, the Grantee may retain the equipment for use in non-Federally-sponsored activities, provided that compensation is made to the Corporation as specified in OMB circulars A-110 and A-102. If the Grantee has no need for the equipment, it will request disposition instructions from the Corporation. Equipment with a fair market value of less than \$5,000 at the end of the project may be retained, sold or disposed of without further obligation to the Corporation, subject to the conditions of Section 25d of this provision.

24. PROJECT INCOME.

- a. **General.** Income earned as a direct result of the Program's activities during the award period will be retained by the Grantee and used to finance the non-Federal share of the Program.
- b. **Fees for service.** When using assistance under this Grant, the Grantee may not enter into a contract for or accept fees for service performed by Members when:
 - i. the service benefits a for-profit entity;
 - ii. the service falls within the other prohibited Program activities set forth in Clause 5 of these Grant Provisions; or
 - iii. the service violates the non-displacement Provisions of the Act, set forth in Clause 33 of these Grant Provisions.

25. PAYMENTS UNDER THE GRANT.

- a. **Advance payments.** The Grantee may receive advance payments of Grant funds, provided the Grantee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 C.F.R. 2543) or A-110 and its implementing regulations (45 C.F.R. 2541), as applicable.
- b. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize Federal cash on hand in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R. Part 205.
- c. **Discontinuing advance payments.** If a Grantee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due

notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.

d. Interest -bearing accounts. The Grantee must deposit advance funds received from the Corporation in Federally-insured, interest-bearing accounts. The exceptions to this requirement follow:

- i. Institutions of higher education and other non-profit organizations. If a Grantee is covered by OMB Circular A-110, it must maintain advance funds in interest-bearing accounts unless:
 - (a) it receives less than \$120,000 in Federal funds per year;
 - (b) the best reasonably available account would not be expected to earn interest in excess of \$250 per year on Federal cash balances; or
 - (c) the required minimum balance is so high that it would not be feasible within expected Federal and non-Federal cash resources.

Earned interest must be remitted annually to HHS-PMS , Rockville, MD 20852. Grantees may keep up to \$250 of interest per year to offset administrative expenses.

- ii. State and local governments. All Grantees and sub-Grantees covered by OMB Circular A-102, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Grantees may keep up to \$100 of the earned interest per year to offset administrative expenses.

26. RETENTION OF RECORDS.

The Grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation data, Member information and personnel records for 3 years from the date of the final submission of the final Financial Status Report (form SF269A). If an audit is started prior to the expiration of the 3 year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

27. SITE VISITS.

The Corporation reserves the right to make site visits to review and evaluate Grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary. To the extent feasible, these will be coordinated with, and in most cases organized by, State Commissions for AmeriCorps*State Education Awards programs and parent organizations for AmeriCorps*National Education Awards project sites. Site visits will be made in the least disruptive manner possible.

28. LIABILITY AND SAFETY ISSUES.

a. Liability coverage. The Grantee must have adequate liability coverage for the organization, employees and Members, including coverage of Members engaged in on- and off-site project activities.

b. Member safety. The Grantee must institute safeguards as necessary and appropriate to ensure the safety of Members. Members may not participate in projects that pose undue safety risks. Public safety Programs and other Programs posing a significant risk to Members must adhere to applicable Provisions of the safety protocol issued by the Corporation.

29. DRUG-FREE WORKPLACE.

a. Notice to employees and Members. In accordance with the Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*, implementing regulations, 45 C.F.R. Part 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees and Members that:

- i. the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;
- ii. conviction of any criminal drug statute must be reported immediately to the Grantee;
- iii. that the employee's employment or Member's participation is conditioned upon compliance with the notice requirements; and
- iv. certain actions will be taken against employees and Members for violations of such prohibitions.

b. Criminal drug convictions. The Grantee's employees and Members must notify the Grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee or Member up to and including termination or Member release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee or Member to satisfactorily participate in an approved drug abuse assistance or rehabilitation Program.

c. Drug-Free awareness Program. The Grantee must establish a drug-free awareness Program to inform employees and Members about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and Member support services, and the penalties that may be imposed for drug abuse violations.

d. Grantee non-compliance. The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.

e. Non-discrimination and confidentiality laws. In implementing the Drug-Free Workplace Act, the Grantee must adhere to Federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

30. NON-DISCRIMINATION.

a. Discrimination prohibited. The Grantee may not unlawfully discriminate against any Member, Program staff, or service recipient on the basis of race, color, national origin, sex, age, political affiliation or disability (for otherwise qualified individuals with disabilities). The Grantee may not unlawfully discriminate on the basis of religion against any Member, service recipient or Program staff who are paid with Corporation funds.

b. Reasonable accommodation. The Grantee must provide reasonable accommodation to otherwise qualified individuals with disabilities. Accommodation must be based on the Member's, Program staff or service recipient's individualized needs. See clause 7(d) for further information.

c. Self-evaluation requirements. The Grantee must comply with the self-evaluation requirements in Section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities. The Grantee also must comply with the self-evaluation requirements of Title IX of the Education Amendments of 1972 concerning discrimination based on sex.

d. Other applicable statutes. In accordance with its assurances, the Grantee must comply with all Federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d and 3601 *et seq.*), section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*) the Age Discrimination Act of 1975 as amended (42 U.S.C. § 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, the Public Health Service Act of 1912 as amended (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. § 12635) or any other applicable non-discrimination provision.

31. SUPPLEMENTATION, NON-DUPLICATION AND NON-DISPLACEMENT.

- a. **Supplementation.** Grant funds may not be used to replace State or local public funds that had been used to support Programs or projects of the type eligible to receive Corporation Grant funds. For any given Program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.
- b. **Non-duplication.** Grant funds may not be used to duplicate services that are available in the locality of a Program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which the grantee entity resides.
- c. **Non-displacement.**
 - i. **Prohibition on displacing an employee or a position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a Member in a Program or project.
 - ii. **Prohibition on selecting an employee for participation.** The Grantee may not select a Member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless the Corporation waives this requirement upon a sufficient demonstration of non-displacement.
 - iii. **Prohibition on promotional infringement.** The Grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
 - iv. **Prohibition on displacing employee services, duties or activities.** A Member in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
 - v. **Prohibition on supplanting, hiring or infringing on recall rights.** A Member in a Program or project may not perform any services or duties, or engage in activities, that:
 - (a) Will supplant the hiring of employed workers; or
 - (b) Are services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - vi. **Other prohibitions.** A Member in a Program or project may not perform services or duties that have been performed by or were assigned to any:

- (a) Presently employed worker;
- (b) Employee who recently resigned or was discharged;
- (c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- (d) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
- (e) Employee who is on strike or is being locked out.

32. GRIEVANCE PROCEDURE.

- a. Setting up a grievance procedure. In accordance with 42 U.S.C. §12636 and implementing regulations at 45 C.F.R. §2540.230, the Grantee must establish and implement a process for filing and adjudicating grievances from Members, labor organizations and other interested parties. A grievance process may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. A grievance process must provide an opportunity for a grievance hearing and binding arbitration. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately.
- b. In the event that a sub-Grantee of a direct Grantee of the Corporation is no longer in existence, the direct Grantee will assume the responsibility of fulfilling the sub-Grant's obligation to process all grievances in accordance with 45 C.F.R § 2540.230.
- c. Alternative dispute resolution.
 - i. Informal resolution. The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
 - ii. Neutral facilitation. If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless

both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his or her right to file a formal grievance.

- d. Formal grievance proceeding.
 - i. Time limits. Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after filing.
 - ii. Effect of informal process. In the event an aggrieved party files a grievance after participating in an informal dispute resolution process, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceeding of the informal dispute resolution process may be referred to or introduced into evidence at a grievance or arbitration proceeding.
- e. Arbitration.
 - i. Selection of arbitrator. If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation will appoint an arbitrator from a list of qualified arbitrators.
 - ii. Time limits. An arbitration proceeding must be held no later than 45 days after the request for arbitration, or if the arbitrator is appointed by the Corporation, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
 - iii. Cost. In accordance with 42 U.S.C. §12636(f)(4)(D), the cost of the arbitration proceeding must be divided evenly between the parties to the arbitration unless the party requesting a grievance proceeding prevails. If the grievant prevails, the Grantee must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding.
 - iv. Effect of noncompliance with arbitration. Pursuant to 42 U.S.C. §12636(f)(7), a suit to enforce an arbitration award may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or citizenship.

f. Suspension of placement. If a grievance is filed regarding a proposed placement of a Member in a Program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

g. Remedies. Remedies for a grievance filed under a procedure established by the Grantee may include:

- i. Prohibition of a placement of a Member; and
- ii. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the Grantee:
 - (a) Reinstatement of the employee to the position he or she held prior to the displacement;
 - (b) Payment of lost wages and benefits;
 - (c) Re-establishment of other relevant terms, conditions and privileges of employment; and
 - (d) Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

33. OWNERSHIP AND SHARING OF GRANT PRODUCTS.

a. Ownership. Unless otherwise specified, the Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Grantee may not sell any work which includes an AmeriCorps logo without prior Corporation written approval.

b. Corporation use. The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.

c. Sharing Grant products. To the extent practical, the Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

34. PUBLICATIONS.

a. Acknowledgment of support. Publications created by Members may include an AmeriCorps logo if they are consistent with the purposes of the

Grant. The Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

“This material is based upon work supported by the Corporation for National Service under AmeriCorps Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of the Corporation or the AmeriCorps Program.”

- b. Materials provided to Corporation. The Grantee is responsible for assuring that two copies of any such material are sent to the Corporation’s Office of Public Affairs and Program Officer.

35. EVALUATION.

Programs must cooperate with the Corporation and its evaluators in all Corporation monitoring and evaluation efforts, including in-depth studies of selected programs. In addition, every AmeriCorps program should have systems that allow them to evaluate and monitor their own activities. They must:

- develop annual objectives
- track progress toward those annual objectives
- institute management procedures that provide regular feedback that will be used to improve program quality
- collect necessary descriptive and demographic data (e.g. participant summary forms, local program information); and
- comply with Corporation reporting requirements.

36. SUSPENSION OR TERMINATION OF GRANT.

a. Suspension of the Grant . In emergency situations, the Corporation may suspend a Grant or its designated Member positions for not more than 30 calendar days. Examples of such situations may include, but are not limited to:

- i. Serious risk to persons or property;
- ii. Violations of Federal, State or local criminal statutes; and
- iii. Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.

b. Termination of the Grant. Pursuant to 45 C.F.R. §2540.400, the Corporation may terminate payments under the grant, revoke the designated Member positions or recover Grant funds for failure to comply

with applicable provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:

- i. Notice. The Corporation will notify the Grantee by letter or telegram that it intends to terminate payments, revoke positions or recover Grant funds, either in whole or in part, unless the Grantee shows good cause why such assistance should not be terminated, revoked or recovered. In this notice, the grounds and the effective date for the proposed termination or revocation will be described. The Grantee will be given at least 7 calendar days to submit written material in opposition to the proposed action.
 - ii. Right to a hearing. The Grantee may request a hearing on a proposed termination, revocation or recovery. Upon 5 days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.
- c. The Grantee may suspend or terminate assistance to a sub-Grantee, provided that such action affords the sub-Grantee at a minimum, the notice and hearing rights set forth in the Provisions applicable to the Corporation in this section (36).

37. GRANTS POLICY GUIDANCES.

Any subsequent Grants Policy Guidances, as applicable to Education Awards Programs, are incorporated herewith into this Agreement.

38. ORDER OF PRECEDENCE.

Should there be any inconsistency among the Cooperative Agreement Award, the AmeriCorps Special Provisions, the General Provisions, Grants Policy Guidances, and the approved Grant Application, the order of precedence that will prevail is the (1) Cooperative Agreement Award, (2) the AmeriCorps Special Provisions, (3) the General Provisions, (4) Grants Policy Guidances, and (5) the approved Grant Application.